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08 CV 6591

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

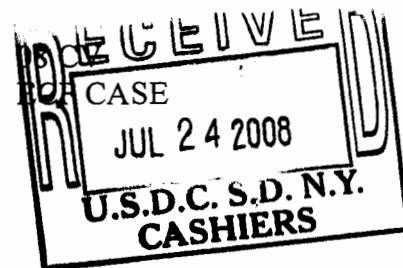
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KZMID, INC. and MEGO INTERNATIONAL  
TRADE,

Plaintiffs,

-against-

MARMOLES Y GRANITOS IGNEA, S.A. DE  
C.V.,

Defendant.  
-----X



**VERIFIED COMPLAINT**

Plaintiffs, KZMID, INC. and Mego International Trade (hereinafter referred to as "plaintiff"), by and through their attorneys, Casey & Barnett, LLC, as and for their Verified Complaint against the defendant, MarmoleY Granitos Ignea S.A. de C.V., (hereinafter referred to as "defendant"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
2. At all times material to this action, plaintiff, KZMID, INC. was, and still is, a foreign corporation duly organized and operating under the laws of one of the states of the United States of America, with an office and place of business located at 411 South 12<sup>th</sup> Street, Suite 53, McAllen, Texas and is engaged in the business of freight forwarding.

3. At all times material to this action, plaintiff, Mego International Trade, was, and still is, a foreign corporation duly organized and operating under the laws of Mexico, with an office and place of business located at Calle 29 # 125 – A x26 y28 Colonia, Mexico, Meridia Yucatan, Mexico 97125 and is engaged in the business of freight forwarding.

4. Upon information and belief, defendant, MarmoleY Granitos Ignea S.A. de C.V., was and still is a foreign business entity, organized and existing pursuant to the laws of Mexico with an office and place of business located at Calle Reg. 97 MZA. 5 LT. 11 - Colonia Region 97 - 77530 – Cancun, Quintana Roo CP 77530 and is an importer of marble and granite goods for commercial sale.

#### **RELEVANT FACTS**

5. Defendant, MarmoleY Granitos Ignea S.A. de C.V, engaged the services of plaintiffs, KZMID, INC. and Mego International Trade to provide ocean transportation for numerous shipments of cargo from the ports of Valencia, Spain to Progreso, Mexico and Cancun, Mexico, pursuant to Mego International Trade invoice number 0135, and KZMID, INC. waybill number 1556.

6. The shipments of cargo, traveling pursuant the above referenced waybill and invoice, were received into the care and custody of plaintiff and/or its agents at the aforementioned port of departure and duly transported to their intended port of destination.

7. Plaintiffs dispatched invoices to the defendant, demanding payment of shipping freight owed for the transportation services provided.

8. Despite repeated demands, defendant failed to pay shipping freight that was, and remains, due and owing in the amount of no less than \$22,640.00, in addition to port charges amounting to no less than \$52,541.00.

9. By virtue of the foregoing, defendant has breached the contracts of carriage to which it voluntarily entered and has caused plaintiffs to sustain damages in the total amount of no less than \$75,181.00, plus interest.

10. The defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, defendant has, or will have during the pendency of this action, assets within this District subject to the jurisdiction of this Court, held in the hands of garnishees including, but not limited to *ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank A.G., HSBC Bank USA, J.P. Morgan Chase, Standard Chartered Bank, and/or Wachovia Bank N.A.*, which are believed to be due and owing to the defendant.

11. The plaintiff seeks an Order from this Court directing the Clerk of the Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime claims, attaching *inter alia*, any assets of the defendant held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over the defendant and to secure plaintiff's claim as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against defendant, citing it to appear and answer under oath all and singular matters alleged in the Complaint;

B. That since the defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of the Court to issue Process of Maritime Attachment and garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies,

tangible or intangible, or any other funds held by any garnishee including, but not limited to, *ABN Amro, American Express Bank, Bank of America, Bank of New York, Citibank, Deutsche Bank A.G., HSBC Bank USA, J.P. Morgan Chase, Standard Chartered Bank, and/or Wachovia Bank N.A.*, which are due and owing to the defendant, in the amount of \$75,181.00 calculated to date to secure the plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. An Order recognizing and enforcing any final judgment rendered by a Mexican Court in favor of either plaintiff for the monies owed and the claims herein;

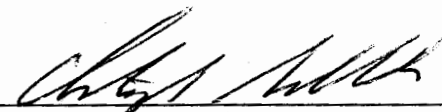
D. The Court order, adjudge and decree defendant, MARMOLES Y GRANITOS IGNEA, S.A. DE C.V., pay to plaintiffs the losses sustained herein, together with pre-judgment and post judgment interest thereon and their costs; and,

E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and

F. That plaintiff has such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
July 24, 2008  
283-07

The Plaintiffs,  
KZMID, INC. and MEGO  
INTERNATIONAL TRADE

By:   
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**ATTORNEY'S VERIFICATION**

State of New York     )  
                                  )  
County of New York    )     ss:

1.     My name is Christopher M. Schierloh.
2.     I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3.     I am an attorney in the firm of Casey & Barnett, LLC, as attorneys for the plaintiffs.
4.     I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5.     The reason why this Verification is being made by the deponent and not by the plaintiff is that the plaintiffs are business organizations with no officers or directors now within this District.
6.     The source of my knowledge and the grounds for my belief are the statements made and the documents, and information, received from the plaintiff and agents and/or representatives of the plaintiffs.

Dated: New York, New York  
      July 24, 2008  
      283-07

  
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Christopher M. Schierloh